

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

DEMA Procurement Office, Building #M5330 5636 East McDowell Road Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q8-0003 (NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 5:00 P.M. MST (MST), March 20, 2008

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed quotations for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

All offers must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late offers will not be considered.

MATERIAL/SERVICE OR PROJECT LOCATION: Papago Park Military Reservation (PPMR), 5636 East McDowell Road, Bldg M5101, Phoenix, AZ 85008.

SPECIFICATIONS/ SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services required to: HVAC Modification for Star C Armory, BLDG M5101

DRAWINGS ACCOMPANY THIS DOCUMENT, SEE NOTE.

NOTE: In addition to the Scope of Work, there are specifications and drawings in proper size formats, which may be obtained in-person at the DEMA Purchasing Office located at 5636 East McDowell Road, Bldg. M5330, Phoenix, AZ 85008 or by contacting the Procurement Buyer Karie Ingles, see contact info below.

SITE VISIT: A site visit will be held at 9:00 A.M. (MST), March 13, 2008 at the DEMA Procurement Office, 5636 East McDowell Road, Bldg. M5330, Phoenix, AZ 85008. All potential Offerors are highly encouraged to attend.

PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

BUYER: Karie Ingles, CPPB; TELEPHONE: 602-267-2511; FAX: 602-267-2576; E-MAIL: karie.ingles@azdema.gov

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

Jeff Seaton, Project Manger TELEPHONE: (602) 267-2743

SOLICITATION ISSUE DATE: February 27, 2008

It is the responsibility of the bidder submitting an offer to fully understand all terms and conditions referenced in this solicitation. The award will be made to the lowest, responsive, responsible bidder. Your respective proposed delivery schedule(s) must be indicated in the spaces below. Pricing must be all inclusive.

OFFERS MAY BE SUBMITTED VIA USPS/FAX OR EMAIL.

Hard copies shall be mailed USPS or delivered to DEMA Procurement Office, ATTN: Karie Ingles, CPPB, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

FAXED offers may be sent to (602) 267-2576 OR via EMAIL to karie.ingles@azdema.gov.

05/24/06

ATTACHMENT A - PRICING

REQUEST FOR QUOTATION NUMBER: Q8-0003, HVAC Modification for Star C Armory, BLDG M5101

| Line Item | QTY | Description | Total Price | | | |
|---|---------------------------------|--|---|--|--|--|
| 1 | | HVAC Modification, per drawings & specs All inclusive of applicable taxes, labor, materials, transportation and installation. | \$ | | | |
| | | | | | | |
| The Offeronotice to p | | es to complete all of the work under the contract within 45 calend | ar days of the date of purchase order or | | | |
| DELIVER | Y SCH | EDULE: | | | | |
| PAYMENT | TERN | 1S: | | | | |
| If payment is made within calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by % (excluding sales tax). | | | | | | |
| If payment is made by the Arizona State American Express Purchasing Card program, after acceptance of goods and/or services and an accepted invoice has been provided, the above prices shall be discounted by % (excluding sales tax). | | | | | | |
| COMPAN | Y NAM | E: | | | | |
| ADDRESS | S: | Street City | | | | |
| | | | State and Zip | | | |
| TELEPHO | NE: | FAX NUMBER: | | | | |
| ARIZONA | TRANS | SACTION (SALES) PRIVILEGE TAX LICENSE NO.: | | | | |
| FEDERAL | . EMPL | OYER IDENTIFICATION NUMBER: | | | | |
| quotation Contract v Arizona P | and tha vill crea rocure: | hat I have read, received, understand and agree with all term at acceptance by the State of Arizona of the Contractor's offer late a binding Contract. Further, I agree to fully comply with all ment Rules and Regulations, and amendments thereto, togens herewith made a part of this specific procurement. | by the issuance of a Purchase Order or terms and conditions as set forth in the | | | |
| Signature | | Date | | | | |
| Typed Nar | me and | Title | | | | |

ATTACHMENT B - (Mandatory Submission Requirement) SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

| 1.0 Small Business (SB) 2.0 Small Business- African American (SBAA) 3.0 Small Business- Asian (SBA) 4.0 Small Business- Hispanic (SBH) 5.0 Small Business- Native American (SBNA) 6.0 Small Business- Other (SBO) 7.0 Small, Woman Owned Bus. (SWOB) 8.0 Small, Woman Owned Bus African American (SWOBAA) 9.0 Small, Woman Owned Bus Asian (SWOBA) 10.0 Small, Woman Owned Bus. Hispanic (SWOBH) 11.0 Small, Woman Owned Bus. Native American (SWOBNA) 12.0 Small, Woman Owned Bus. Other (SWOBO) | 13.0 Woman Owned Business (WOB) 14.0 Woman Owned Bus. African American (WOBAA) 15.0 Woman Owned Bus. Asian (WOBA) 16.0 Woman Owned Bus. Hispanic (WOBH) 17.0 Woman Owned Bus. Native American (WOBNA) 18.0 Woman Owned Bus. Other (WOBO) 19.0 Minority Owned Bus. African American (MAA) 20.0 Minority Owned Bus. Asian (MA) 21.0 Minority Owned Bus. Hispanic (MHA) 22.0 Minority Owned Bus. Native American (NA) 23.0 Minority Owned Bus. Other (MO) | | | | |
|--|--|--|--|--|--|
| ☐ 24.00 (NONE) None of these categories is applicable and firm does not qualify as | either a Small. Woman, or Minority-Owned firm. | | | | |
| Company Name: Address: | | | | | |
| City: State: | Zip Code | | | | |
| I hereby certify that (Firm/Company Name) [] is or [] is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales. | | | | | |
| Signature | Date | | | | |
| I hereby certify that (check one or both) owned busined Governor Napolitano. | (Firm/Company Name) [] is or [] is not (check one) a ss in accordance with Executive Order 2004-29 issued by | | | | |
| Signature | Date | | | | |

INSTRUCTIONS TO OFFERORS

- 1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.
- 2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - **b.** Reject any or all quotations, or portions thereof, or
 - c. Reissue a Request for quotation/estimate.
- 3. **Taxes.** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.
- 4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.

A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.

- 5. Americans with Disabilities Act. People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
- 6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:
 - a. Uniform Instructions to Offerors (Version 7.1, Dated 05/01/03)
 - b. Uniform General Terms and Conditions (Version 7.0, Dated 05/01/03)

A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url: http://www.azdoa.gov/spo/procurement-documents/procurement-documents

- 7. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of ninety (90) days after the solicitation due date.
- 8. **Contractor License.** Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.
- 9. Warranty. The successful Contractor shall warrant all labor and materials for one (1) year from the date of acceptance by the State.
- 10. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a Notice to Proceed or executed Purchase Order for the material or service covered under this agreement.
- 11. **Completion Time.** The scope of this agreement and/or final delivery shall be completed within sixty (60) calendar days from the date of the Notice To Proceed.

- 12. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.
- 13. **Insurance.** The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
- 14. Indemnification Clause. Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15. **Insurance Requirements.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. <u>Minimum Scope and Limits of Insurance</u>: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

| 33. W. W. J. W. | | | | |
|---|---|--|--|--|
| General Aggregate | \$1,000,000 | | | |
| Products - Completed Operations Aggregate | \$1,000,000 | | | |
| | \$1,000,000 | | | |
| - · · · · · · · · · · · · · · · · · · · | \$1,000,000 | | | |
| • | \$50,000 | | | |
| Each Occurrence | \$1,000,000 | | | |
| | Products – Completed Operations Aggregate Personal and Advertising Injury Blanket Contractual Liability – Written and Oral Fire Legal Liability | | | |

- a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

| Workers' Compensation | Statutory |
|-------------------------|-------------|
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease - Each Employee | \$ 500,000 |
| Disease - Policy Limit | \$1,000,000 |

- a) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 16. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
 - a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 17. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Road. Phoenix, AZ 85008-3495, and shall be sent by certified mail, return receipt requested.
- 18. **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 19. **Verification of Coverage.** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Arizona State Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Rd., Phoenix, AZ 85008-3495. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 20. **Subcontractors.** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 21. **Approval**. Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 22. **Exceptions.** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 23. **Term.** The term of any resultant agreement shall commence on the date of award and continue in full force and effect for a period of ninety (90) days unless terminated, canceled or extended as otherwise provided herein. The State of Arizona reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.
- 24. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
- 25. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
- 26. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their quotation or proposal.
- 27. Federal Immigration Laws, Compliance by State Contractors. By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

28. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION).

SCOPE OF WORK

SUMMARY OF WORK

As this is a mission-critical facility, all work required for this project must be completed during a maximum of 36-hour shutdown period starting on a previously scheduled Friday at 5:00 PM. The shutdown schedule shall be confirmed no less than two (2) weeks prior to commencing work.

Note the following description of work is not intended to be all-inclusive, and all prospective bidders are required to thoroughly review all related specifications and construction documents.

A. CENTRAL PLANT RELATED WORK:

- 1. Install new (1 total) 2-way motorized isolation valve at the location indicated. Valves shall be supplied by the Owner, installed by the mechanical contractor.
- 2. Remove existing heat exchanger pump and reconnect piping as shown. Power and control wiring to be removed back to the starter panel and made safe.
- 3. Reverse current condenser water piping as shown. The existing piping arrangement is opposite of correct.
- 4. Replace two (2) total check valves. One is located at a primary chilled water pump and the other is located in the condenser water piping as shown.
- 5. Hot-tap chilled water piping and install new Owner furnished differential pressure sensor, location T.B.D.
- 6. Re-insulate all new piping to match existing.
- 7. Clean all construction debris and remove from the site (Typical all areas).

B. GENERAL CONDITIONS ACTIVITIES:

- 1. All contractors will coordinate with the Energy-Environment-Economics, L.L.C., on this project. Energy-Environment-Economics, L.L.C., has been retained by the Owner to provide all project coordination services for the mechanical modifications on this project.
- 2. The contractor will adhere to all safety and security requirements and site-specific protocols as established and implemented by the Owner.
- 3. The new Owner furnished valve to be installed in the central plant has very limited accessibility. All contractors are strongly encouraged to visit the project site prior to submitting a bid to ascertain what will be required.























HVAC MODIFICATIONS FOR STAR C ARMORY (H.Q.) BUILDING #101 PAPAGO PARK MILITARY RESERVE (D.E.M.A.)

PROJECT SITE STAR O ARYORY (H.G.) BUILDING = 101

ARIZONA ARMY NATIONAL GUARD

ARIZONA ARMY NATIONAL GUARD

D.E.M.A.

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Note the following coscriptes of work is not intended to be all unstitution, and all expensive bidders for two required to theroughly review all refetted specifications and construction documents.

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 - fiot-tap childs releas piping and install new Owner farmithed Affie pressure sonore, location (BD.
- Re-invalete all new piping to metch existing.

 Coon all construction debrie and remove from the site (Typical all areas).

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 - The contractor will adhere to all safety and recently requirements and after specific protocols as estabilished and implemented by the Conner
- The new Orace functions desire to be installed in the central plant has very mixed accountinged to yail the probject first prior to abstituting a told to secretar their prior to abstituting a told to secretar that will be required.

PHONE (602) 264-2227

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